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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 CHANDA SMITH, through her) CV 93-07044 RSWL (GHKx)
12 guardian ad litem ELIZA)
13 THOMPSON, individually and) **AMENDED**
14 on behalf of all other) **Order re: Defendant Los**
15 persons similarly situated,) **Angeles Unified School**
16) **District's Ex Parte**
17 Plaintiffs,) **Application for Leave to**
18) **file Third-Party**
19 APRIL MUNOZ, et al.,) **Complaint and Summons**
20) **against United Teachers**
21 Intervenor,) **Los Angeles [428]**
22)
23 MINA LEE, FRANCES MORENO,)
24)
25 Intervenor,)
26)
27 v.)
28)
29 LOS ANGELES UNIFIED SCHOOL)
30 DISTRICT, a California)
31 public entity; SID)
32 THOMPSON, in his official)
33 capacity of the Los Angeles)
34 Unified School District,)
35)
36)
37 Defendants.)
38)
39)
40)

41 This action stems from a lawsuit filed in 1993 by
42 Plaintiff Chanda Smith and other members of a class of
43 students ("Plaintiffs") enrolled within the Los Angeles

1 Unified School District ("LAUSD") alleging Defendant
2 LAUSD ("Defendant") did not comply with the Individuals
3 with Disabilities Education Act ("IDEA"). See Compl.,
4 ECF No. 1. Currently before the Court is Defendant's
5 *Ex Parte* Application for Leave to file a Third-Party
6 Complaint and Summons ("Application") against United
7 Teachers Los Angeles ("UTLA"). The Court, having
8 reviewed all papers and arguments submitted pertaining
9 to this Application, **NOW FINDS AND RULES AS FOLLOWS:**
10 the Court **DENIES** Defendant's Application.

11 I. BACKGROUND

12 Plaintiffs filed a lawsuit on behalf of students
13 enrolled in the LAUSD alleging Defendant failed to
14 comply with IDEA and state education laws. See Compl.
15 The parties negotiated a settlement in 1996 via a
16 consent decree to improve LAUSD's special education
17 program. See ECF No. 84. On May 15, 2003, the parties
18 agreed to a Modified Consent Decree ("MCD"). See ECF
19 Nos. 265-266. An Independent Monitor ("IM") was
20 appointed to ensure the MCD was implemented and
21 achieved all of the proposed Outcomes. The IM is
22 tasked with presenting an Annual Report to the
23 Superintendent and Board of Education concerning the
24 progress and effectiveness of the MCD implementation.
25 See MCD ¶ 83, ECF No. 266. In 2013, two groups of
26 Intervenorors including April Munoz, Julia Flores, Cheryl
27 Ayapana, and Mina Lee and Frances Moreno
28 ("Intervenorors"), filed Motions to Intervene [285, 300]

1 to protect their interests and were granted
2 intervention as to the Individual Intervenors [387] in
3 2016.¹

4 On January 3, 2019, Defendant filed the instant *Ex*
5 *Parte* Application for Leave to file a Third-Party
6 Complaint and Summons [428] to bring UTLA into this
7 action as a Third-Party Defendant.² Plaintiffs filed an
8 Opposition [429] later that same day, and Intervenor
9 April Munoz filed a Response [430] on January 4, 2019.

10 II. DISCUSSION

11 Federal Rule of Civil Procedure 14 provides that
12 “[a] defending party may, as third-party plaintiff,
13 serve a summons and complaint on a nonparty who is or
14 may be liable to it for all or part of the claim
15 against it.” Fed. R. Civ. Proc. 14(a). If the
16 defendant seeks to file a third-party complaint more
17 than fourteen days after serving its original answer,
18 it must file a motion and obtain leave of court before
19 filing its third-party complaint. *Id.* “The decision
20 whether to implead a third-party defendant is within
21

22 ¹ On October 15, 2013 and October 23, 2013, Intervenors
23 filed a Motion to Intervene [285, 300]. On January 16, 2014, the
24 Court denied these motions [359]. On May 20, 2016, the Ninth
25 Circuit Court of Appeals reversed this Court’s denial of the
26 Motions to Intervene [366]. Smith, et al. v. Los Angeles Unified
School District, et al. v. April Munoz, et al., Nos. 14-55224 and
27 14-55256 (9th Cir. May 20, 2016). On August 16, 2016, the Court
28 granted Intervenors’ *Ex Parte* Application granting intervention
as to the individual Intervenors [387].

² The Court notes that Defendant, at this moment, is not
seeking injunctive relief from the Court. Defendants seek only
to implead UTLA and file a Third-Party Complaint.

1 the sound discretion of the district court." Southwest
2 Administrators, Inc. v. Rozay's Transfer, 791 F.2d 769,
3 777 (9th Cir. 1986).

4 Rule 14(a)'s purpose is judicial economy. Zero
5 Tolerance Entm't, Inc. v. Ferguson, 254 F.R.D. 123, 126
6 (C.D. Cal. 2008). Thus, "a third-party claim may be
7 asserted only when the third-party's liability is in
8 some way dependent on the outcome of the main claim and
9 is secondary or derivative thereto." Stewart v. Am.
10 Int'l Oil & Gas Co., 845 F.2d 196, 200 (9th Cir. 1988).
11 Mere relation between the claims is insufficient;
12 rather, a third-party claim "must be derivatively based
13 on the original plaintiff's claim." Zero Tolerance,
14 254 F.R.D. at 126.

15 It is true that Rule 14 should be liberally
16 construed to promote judicial economy and avoid
17 piecemeal resolution of disputes. See, e.g., Martinez
18 v. Transp. Mgmt. LLC, No. CV 08-00819-MMM (AJWx), 2008
19 WL 11338164, at *4 (C.D. Cal. Aug. 25, 2008) (citation
20 omitted) ("Since the rule is designed to reduce the
21 multiplicity of litigation, it is construed liberally
22 in favor of allowing impleader."). This does not mean,
23 however, that it is appropriate to authorize the filing
24 of a third-party complaint if Defendant fails to
25 satisfy the requirements of Rule 14(a).

26 Here, Plaintiffs brought this Action against
27 Defendant in 1993 for violations of IDEA, and the
28 parties settled by 1996 via a consent decree.

1 Plaintiffs and Defendant then entered into the MCD in
2 2003. Thus, it has been over fifteen years since
3 Plaintiffs and Defendant settled their claims.
4 Defendant now seeks to implead UTLA (as the bargaining
5 representative for LAUSD employees) and file a Third-
6 Party Complaint for claims regarding a strike of
7 teachers, counselors, and psychologists that is set to
8 commence January 10, 2019. Def.'s App. 1:12-22, ECF
9 No. 428-1. Defendant argues that should the strike
10 occur, Defendant will not be able to comply with the
11 MCD.

12 UTLA has never been a party or relevant to this
13 litigation in the twenty-five years since Plaintiffs
14 brought their claims. The only connection Defendant's
15 proposed Third-Party Complaint against UTLA has to this
16 case, is that the MCD was created as a result of this
17 litigation. The extent of the Court's involvement in
18 this case was overseeing the settlement agreement that
19 created the MCD. The Court is not responsible for
20 handling every possible noncompliance issue with the
21 MCD, especially one that has not yet occurred. In the
22 event LAUSD fails to comply with the MCD as a result of
23 the strike, the procedure under the MCD requires a
24 complaint to be filed with the IM first, and not the
25 Court. MCD § 14(a)-(b). The IM then attempts to
26 resolve the matter by mutual agreement with the
27 parties, and if the parties cannot come to an
28 agreement, the IM issues a binding decision. Id. §

1 14(b)-(g). Only in the event that a party does not
2 comply with an order by the IM, can a party move the
3 Court to enforce the order. Id. § 14(h). The Court
4 thus serves as a last resort and cannot act on mere
5 speculation that if the strike occurs, Defendant will
6 fail to meet the MCD requirements. It is unclear
7 whether the strike will happen, how long it would last,
8 and what actual effects it would have on LAUSD's
9 special education services.

10 While there is always a possibility that issues
11 with compliance with the MCD or renegotiations as to
12 its terms will arise, there is no present legal claim
13 by Plaintiffs against Defendant. Because Plaintiffs'
14 original claims have been settled, there is no main
15 claim before the Court of which Defendant's claim
16 against UTLA could be dependent on, as required by Rule
17 14. Irwin v. Mascott, 94 F. Supp. 2d 1052, 1056 (N.D.
18 Cal. 2000) (quoting 6 Fed. Prac. & Proc. Section 1446
19 at 257 (1971 ed.)) ("For impleader to be permitted
20 under Rule 14, the third-party plaintiff's claim must
21 be dependent upon the outcome of the main claim.").

22 Even if Plaintiffs had commenced new claims against
23 Defendant, Defendant fails to explain how UTLA would be
24 legally liable to Defendant for Plaintiffs' claims.
25 Stewart, 845 F.2d at 200 (citation omitted) ("The
26 crucial characteristic of a Rule 14 claim is that
27 defendant is attempting to transfer to the third-party
28 defendant the liability asserted against him by the

1 original plaintiff."); Irwin, 94 F. Supp. 2d at 1056
2 (same). Defendant is attempting, prematurely, to bring
3 an unrelated party into a long-settled dispute without
4 any explanation as to how UTLA would be legally liable
5 to Defendant under the MCD or special education laws.

6 The Court acknowledges that a strike could burden
7 Defendant in its ability to provide services to
8 students, however even the original Plaintiffs,
9 representatives of a class of disabled students, oppose
10 bringing UTLA into this "long-settled lawsuit with a
11 consent decree." See Pl.'s Opp'n 1:1-7, ECF No. 429.
12 The proposed Third-Party Complaint against UTLA is a
13 new and independent claim that would inject facts and
14 legal issues that have nothing to do with claims that
15 were settled between Plaintiffs and Defendant over
16 fifteen years ago. Defendant has failed to articulate
17 its legal basis for its claims against UTLA, and the
18 fact that Defendant's claims would arise from a
19 potential violation of the MCD is insufficient to
20 implead UTLA into this case. See, e.g., Irwin, 94 F.
21 Supp. 2d at 1056 ("The mere fact that the alleged
22 third-party claim arises from the same transaction or
23 set of facts as the original claim is not enough.").
24 Thus, Defendant's Application must be denied pursuant
25 to Rule 14.³

26
27 ³ Rather, Defendant's claims against UTLA are better suited
28 to be brought in a separate, new action that is not barred by
Rule 14's requirements.

1 **III. CONCLUSION**

2 For the foregoing reasons, the Court **DENIES**
3 Defendant's Application.

4
5 **IT IS SO ORDERED.**

6
7 DATED: January 4, 2019

s/ RONALD S.W. LEW _____

8 **HONORABLE RONALD S.W. LEW**
9 Senior U.S. District Judge